CONCILIATION AGREEMENT

between
The United States
Department of Housing and Urban Development

and

[redacted]
Complainant

Bank of America, N.A.
100 North Tryon St
Charlotte, NC 28202
Respondent

Federal National Mortgage Association
3900 Wisconsin Avenue, NW
Washington, DC 20016-2892
Respondent

Michael Drawdy
Respondent

Tanishia Albert
Respondent

HUD Case Number: 09-12-0614-8 (Title VIII)
HUD Case Name: [redacted] v. Bank of America, N.A., et al.

Effective Date of Agreement: 4/10/2013

Expiration Date of Agreement: 4/10/2014

Dated Complaint Filed: March 21, 2012

Parties and Subject Property

Complainant: [redacted]
Respondent: Bank of America, N.A. ("Bank of America")
Respondent: Federal National Mortgage Association ("Fannie Mae")
Respondent: Michael Drawdy, Bank of America (former employee)
Respondent: Tanishia Albert, Fannie Mae (current employee)

Subject Property: [redacted] San Bruno, CA 94066

Statement of Facts

On March 21, 2012, [redacted] ("Complainant") filed a complaint bearing case number 09-12-0614-8 ("Complaint") with the United States Department of Housing & Urban Development (the "Department") alleging that she was injured by a discriminatory act of the Respondents. The Complainant alleged that the Respondents violated Sections 805 and 818 of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the "Act"). Specifically, the Complainant alleged that the Respondents denied her the opportunity to seek a loan modification or other relief under the Home Affordable Modification Program ("HAMP") based on the Complainant's disability. The Complainant alleges that the Respondent violated Sections 805 and 818 of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the Act). It is alleged that the Respondent was responsible for: discriminating in the condition of such a transaction, because of the Complainant's handicap. In revelant parts, Section 818 makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of her exercised or enjoyed rights granted or protected by Sections 803, 804, 805, or 806 of this title.

Term of Agreement

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period one (1) year from the effective date of the Agreement.

Effective Date

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the

Regional Director, Office of Fair Housing and Equal Opportunity, Region IX ("HUD FHEO Regional Director") or his or her designee.

3. This Agreement shall become effective on the date on which it was approved by the HUD FHEO Regional Director ("Effective Date").

General Provisions

4. The Department acknowledges that Respondents Jamie Tankersly and Michelle McLeod were dismissed as Respondents to this complaint by the Department.

5. The parties acknowledge that this Agreement is a voluntary and full settlement of the Complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have had an opportunity to review this Agreement with counsel, and have read and fully understand the significance of the terms set forth herein. The parties represent, warrant, and agree that they have done so with the full knowledge of any and all rights, which they may have by reason of the matters set forth herein. Except for the matters stated in this Agreement, this Agreement is made without reliance upon any statement or representation by Respondents.

6. It is understood that the Respondents deny any violation of the law, and that this Agreement does not constitute an admission by the Respondents, nor does this Agreement constitute evidence of a determination by the Department of any violations of the Fair Housing Act or any other law.

7. This Agreement, after it has been approved by the HUD FHEO Regional Director, or his or her designee, is binding upon the Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of Respondents Bank of America and Fannie Mae.

8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the HUD FHEO Regional Director, or his or her designee, it is a public document.

9. The parties understand Respondent Bank of America Senior Vice President, Stephanie Rumph, is the signatory for Respondent Bank of America to this Agreement.

[redacted] Complainant	Stephanie Rumph Senior Vice President Signatory for Respondent Bank of America	Leslie A. Peeler Senior Vice President Signatory for Respondent Fannie Mae	Michael Drawdy Former Bank of America Employee Respondent

10. The parties understand that Senior Vice President, National Servicing Organization, Leslie A. Peeler is the signatory for Respondent Fannie Mae to this Agreement.

11. The parties agree that Respondent Tanishia Albert is not a required signatory to this Agreement.

12. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaints involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

13. No amendments to modifications of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the HUD FHEO Regional Director. Any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile or via PDF attachment to an e-mail from the Respondents will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing the Agreement or within ten (10) days from the Effective Date. Both the original and faxed signature pages will be retained in the official case file.

15. In exchange for the compliance with the provisions of this Agreement, Complainant for herself, her heirs, her executors, her administrators and her assigns, hereby forever waives, releases, and covenants not to sue the Respondents, their officers, directors, parent companies, affiliates, subsidiaries, and their respective successors, investors and insurers, heirs, executors, assigns, agents, employees and attorneys with regard to any and all manners of action, causes of action, suits, debts, sums of money, controversies, agreements, promises, claims and demands, in law or in equity, attorney's fees, damages and injuries of whatever nature whether presently

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known or unknown, arising out of or relating in any way to the subject matter of the Department's case number 09-12-0614-8 or which could have been filed in any action or suit arising from said subject matter.

16. In exchange for the Respondents' compliance with the provisions of this Agreement, Complainant agrees to dismiss Respondents from any and all complaints, proceedings, and other actions now pending with any and all state, federal or other administrative or judicial body based upon or relating to the claims, allegations and subject matter of the Complaint, if any.

17. Complainant hereby represents that she has not assigned or transferred or purported to have assigned or transferred to any third party, any of the claims released hereby which are intended to be released and discharged by this Agreement. Complainant further agrees to indemnify and hold harmless Respondents against any and all claims, demands, debts, obligations, liabilities, damages, costs and expenses (including attorneys' fees), actions, causes of action and judgments arising out of or in connection with such transfer or assignment or purported transfer or assignment.

18. In exchange for the compliance with the provisions of this Agreement, the Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, attorney's fees, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of the Department's case number 09-12-0614-8 or which could have been filed in any action or suit arising from said subject matter.

Non-Retaliation

19. The Respondents acknowledge that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and other authorities. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

[redacted] Complainant	Stephanie Rumph Senior Vice President Signatory for Respondent Bank of America	Leslie A. Peeler Senior Vice President Signatory for Respondent Fannie Mae	Michael Drawdy Former Bank of America Employee Respondent

Relief for Complainant

20. Within thirty (30) days of the Effective Date, Respondent Bank of America shall pay to Complainant thirty one hundred dollars ($3,100.00.) Such payment shall be made in the form of a check payable to [redacted] and shall be sent to Complainant's counsel, Director of Litigation, Elizabeth S. Letcher, Housing and Economic Rights Advocates located at 1814 Franklin Street, Suite 1040, Oakland, CA 94612. A copy of the said check shall be sent to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Attn: Conciliation Monitoring Unit, 600 Harrison Street, 3rd Floor, San Francisco, California 94107, within ten (10) days after the payment has been issued, as proof of compliance.

21. Within thirty (30) days of the Effective Date, Respondent Fannie Mae shall pay to Complainant thirty-four hundred dollars ($3,400.00.) Such payment shall be made in the form of a check payable to [redacted] and shall be sent to Complainant's counsel, Director of Litigation, Elizabeth S. Letcher, Housing and Economic Rights Advocates located at P.O. Box 29435, Oakland, CA 94604. A copy of the said check shall be sent to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Attn: Conciliation Monitoring Unit, 600 Harrison Street, 3rd Floor, San Francisco, California 94107, within ten (10) days after the payment has been issued, as proof of compliance.

22. Respondent Bank of America agrees to refinance the Complainant's first-lien mortgage loan into a new 30-year fixed rate loan at an interest rate of 3.250 percent.

23. Respondent Bank of America agrees to pay all closing costs or other costs or fees associated with this refinance, which costs or fees approximate $19,349. As proof of compliance, a copy of the HUD-1 Settlement Statement shall be sent to the Department within ten (10) days after closing the loan referenced in Paragraph 22.

24. Respondent Bank of America agrees that the Complainant's refinance loan (as identified in Paragraph 22) will be completed promptly following the Effective Date of this Agreement.

[redacted]

Stephanie Rumph Senior Vice President Signatory for Respondent Bank of America	Leslie A. Peeler Senior Vice President Signatory for Respondent Fannie Mae	Michael Drawdy Former Bank of America Employee Respondent

Relief in the Public Interest

25. It is understood that Respondent Bank of America provides fair lending training courses to its newly hired employees and provides annual training to its current employees in manners consistent with the Act, Community Reinvestment Act (CRA), and Equal Credit Opportunity Act (ECOA.)

26. With respect to Fannie Mae owned loans serviced by Respondent Bank of America, Respondent Bank of America agrees to follow and abide by the Home Affordable Modification Program (HAMP) guidelines, including the related imminent default guidelines, set forth in Fannie Mae's Servicing Guide. With respect to non-Fannie Mae owned loans serviced by Respondent Bank of America, Respondent Bank of America agrees to follow and abide by the guidelines of the applicable investor, owner, or insurer.

27. Respondents agree to comply with the fair lending requirements of the Fair Housing Act, as amended (42 U.S.C. §§ 3600-3619). In accordance with the Act, Respondents specifically agree that it shall provide full and fair access to all home loan products regardless of an applicant's race, color, religion, sex, disability, national origin or familial status which includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years old.

Monitoring

28. Complainant and the Respondents agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview Respondents' witnesses, and may inspect and copy pertinent records of the Respondents identified during the investigation. The Respondents agree to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

Stephanie Rumph Senior Vice President Signatory for Respondent Bank of America	Leslie A. Peeler Senior Vice President Signatory for Respondent Fannie Mae	Michael Drawdy Former Bank of America Employee Respondent

Reporting and Recordkeeping

29. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Attention: Conciliation Review
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1387

Consequences of Breach

30. The parties understand that if the Department has reasonable cause to believe that the Respondents have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 USC § 3610(c).

Stephanie Rumph Senior Vice President Signatory for Respondent Bank of America	Leslie A. Peeler Senior Vice President Signatory for Respondent Fannie Mae	Michael Drawdy Former Bank of America Employee Respondent

SIGNATURES PAGE

[redacted] 4/3/2013
Date

Complainant

Stephanie Rumph
Senior Vice President
Signatory for Respondent Bank of America

Date

Michael Drawdy
Former Bank of America employee
Respondent

Date

Leslie A. Peeler
Senior Vice President, National Servicing Organization
Signatory for Respondent Fannie Mae

Date

SIGNATURES PAGE

[redacted] Date
Complainant

Stephanie Rumph 4-8-13
Stephanie Rumph Date
Senior Vice President
Signatory for Respondent Bank of America

Michael Drawdy Date
Former Bank of America employee
Respondent

Leslie A. Peeler Date
Senior Vice President, National Servicing Organization
Signatory for Respondent Fannie Mae

SIGNATURES PAGE

[redacted]
Complainant

Date

Stephanie Rumph
Senior Vice President
Signatory for Respondent Bank of America

Date

Michael Drawdy

4-1-2013

Michael Drawdy
Former Bank of America employee
Respondent

Date

Leslie A. Peeler
Senior Vice President, National Servicing Organization
Signatory for Respondent Fannie Mae

Date

SIGNATURES PAGE

[redacted] Date
Complainant

Stephanie Rumph Date
Senior Vice President
Signatory for Respondent Bank of America

Michael Drawdy Date
Former Bank of America employee
Respondent

1 April 2013
Leslie A. Peeler Date
Senior Vice President, National Servicing Organization
Signatory for Respondent Fannie Mae

FHEO REGIONAL DIRECTOR SIGNATURE PAGE

APPROVED ON BEHALF OF THE SECRETARY

Anne' Quesada 4/10/2013

Anne' Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

Date

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HUD Case Name: [redacted] v. Bank of America, N.A., et al.